

REQUEST FOR PROPOSALS (RFP)

Minnesota Department of Transportation (MnDOT) Effects of Additives in Deicing Salts at Lower Temperatures

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the state are representative of Minnesota's communities and include businesses owned by minorities, women, veterans and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within the state's communities and fosters economic development and equality.

To further this commitment, the Minnesota Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mmd.admin.state.mn.us/mn02001.html.

This document is available in alternative formats for persons with disabilities by calling Ashley Duran at 651-366-4627 or for persons who are hearing or speech impaired by calling the Minnesota Relay Service at 1-800-627-3529. For other information on disability rights and protections, contact [MnDOT's American's with Disabilities Act \(ADA\) Coordinator](#).

This RFP does not obligate MnDOT to award a contract or complete the project, and MnDOT reserves the right to cancel the RFP if it is considered to be in its best interest.

Responses to this RFP will be public information under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

PROJECT SPECIFIC INFORMATION

Project Overview

This project has been developed by Clear Roads. Clear Roads is an ongoing pooled fund research project aimed at rigorous testing of winter maintenance materials, equipment and methods for use by highway maintenance crews. Clear Roads will fund and oversee the contract for this project in coordination with MnDOT. For more information, visit www.clearroads.org.

MnDOT requests responses for a Clear Roads project that will evaluate and quantify the ability of additives to lower the eutectic point of deicing salt products. While manufacturers of deicing salt products claim that additives enhance product performance, there is no definitive evidence to substantiate these claims. Evaluating these products in the lab and in the field will establish the effectiveness of additives to lower eutectic temperatures and will indicate whether additives increase the performance of deicing salts. Research recommendations can be used to inform the decision-making of state departments of transportation (DOTs), municipalities and other winter maintenance practitioners when choosing a deicing salt for winter maintenance operations.

This project is presented in two parts. In Part I, investigators will identify solid products with additives that are currently available on the market and conduct a literature search for information about the effects of additives in deicing salts and their ability to lower eutectic temperature. Investigators will also survey Clear Roads member states and municipalities to identify the solid salt products used to treat roads during winter events and whether these agencies are injecting the salts with any other products. Using the survey results, investigators will identify the solid salt product / additive combinations (moving forward, these combinations will be referred to as a “mixed salts”) to test in Part II of this study, if warranted. Upon completion of Part I, the PI, with Clear Roads’ approval, will proceed with Part II of this study which includes the lab testing on the most commonly used products as well as field testing of these products in a controlled outdoor facility for correlation with the lab test results. Project findings will be presented in a final report and webinar.

Project Goal

The goal of this project is to compare the eutectic points of various mixed salts to untreated white salt to determine how well mixed salt products perform at lower temperatures. This research will create a process for quantifying the benefits, if any, of additives on deicing salt performance and determine if this enhanced performance justifies the higher cost of these products.

Scope of Work and Deliverables

Through a survey of Clear Roads member states and municipalities, investigators will identify products that are used to treat roads during winter events. Using the survey results, investigators will select the five to seven most commonly used mixed salts for evaluation. In the lab, investigators will examine and document the performance of the selected products. Following approval from Clear Roads, investigators will conduct field testing of these products in a controlled outdoor environment to confirm and verify product effectiveness results from the lab.

This is a two-part project. Part II is contingent on the outcome of Part I and the subsequent decision by Clear Roads whether or not to proceed. Proposers should include both parts of the project in a single proposal.

In Part I of this project, investigators will identify approximately five to seven mixed salts most commonly used by Clear Roads member states. As part of Part I, investigators will not only identify the mixed salts to be tested, but also submit draft laboratory and field testing protocols for Part II.

In Part II of this project, if approved by Clear Roads, investigators will then compare the eutectic point of solid salt (NaCl) as a control with the mixed salts. A frictional analysis of the mixed salts will also be conducted. Additionally, field-testing of these products in a controlled outdoor environment to obtain objective, repeatable results of the findings from Part I will also be conducted.

Tasks

Responders should detail their approach to this project and outline the steps they would take to achieve the project’s goals and anticipated deliverables.

Anticipated Deliverables

The following is a list of deliverables expected to be provided by the successful responder:

1. Kick-off teleconference at the start of the project to review project tasks and goals and discuss the plans for all of the tasks.
2. Check-in teleconferences with Clear Roads to review deliverables as appropriate.

Part I

3. Literature and industry search. A literature search for information about the benefits of treating deicing salts, specifically the effects on the working temperatures of these products, and whether the additives increase performance and produce enhanced deicing results. This literature search will also include a search for mixed salts that are currently available on the market.

4. Agency survey. A survey of Clear Roads member states and municipalities to identify the deicing salt products most commonly used and to gather information about agencies' experiences with these products. The survey should ask participants to identify the solid products they use to treat roads during winter events, and whether they are injecting these salts with any other products. This survey will seek to identify not only the solid salt products and the additives used, but will gather this data within the framework of various temperature ranges. In addition, the survey should query agencies about the products' performance, costs, and environmental impacts. Deliverables will be a set of draft survey questions (to be approved by Clear Roads prior to survey deployment) and a file containing the full text of all survey responses.
5. Mixed salt products for evaluation. Using the survey results, investigators will identify and evaluate the five to seven most commonly used mixed salt products.
6. Product testing protocols. Investigators will develop and submit draft product testing protocols for both laboratory and field testing for Clear Roads review and approval. Investigators will obtain approval of the selected mixed salts and testing protocols from Clear Roads prior to advancing to Part II of this project.

Part II

7. Mixed salt product testing and results. Investigators will conduct lab testing based on the approved protocols. The prospective PI may decide to use the Mechanical Rocker Test developed by the University of Nebraska and Nebraska DOT. The Mechanical Rocker Test indicates the temperature at which the product ceases to perform in the lab and also indicates ice melting capacity. It should be understood that the Mechanical Rocker Test has been validated for liquid deicers, but has not yet been validated for solid deicers. A comparison of solid salt (NaCl) as a control with the mixed salts will be made. A frictional analysis of the mixed salts will also be conducted. Results of product testing will be provided to Clear Roads. Investigators will conduct follow-up field tests in a controlled outdoor facility to attempt to replicate the laboratory results.

Final Deliverables

8. Final report. This report will document the research methodology and findings of the lab tests and field tests (if approved). Photos and documentation will show the effects of the additives on solid salt compared to that of untreated white salt. The report will include an executive summary, conclusions, and recommendations.
9. Virtual webinar to present project findings.
10. Quarterly reports that provide documentation of progress should be submitted to the Clear Roads Technical Advisory Committee (TAC) at the end of each quarter of the year (March 31, June 30, September 30, December 31) for the duration of the contract.

Desired Skills/Qualifications

While not required on a pass/fail basis, demonstration of the following desired skills will be taken into consideration when rating responders' qualifications and experience.

1. A degree or extensive hands-on work in chemistry, chemical engineering or related field that allows a practical understanding of the principles and evaluation criteria required for investigating winter maintenance deicing chemicals.
2. Demonstrated ability in the testing – and interpretation of test results – of chemicals for basic environmental toxicity.
3. The research team should include at least one person with education and experience related to writing, graphic design and the production of accessible, portable informational materials for the general public.
4. The research team should include at least one person with knowledge and experience related to winter road maintenance operations.
5. Ability to synthesize information and produce working documents and graphic presentations for a particular audience to understand.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

Anticipated Term

The term of this contract is anticipated to run from January 2023 to June 30, 2024 (18 Months).

QUESTIONS

Responders who have any questions regarding this RFP must submit questions, by e-mail only, to:

Ashley Duran, Contract Administrator

ashley.duran@state.mn.us

All questions and answers will be posted on MnDOT's Consultant Services Web Page at www.dot.state.mn.us/consult under the "P/T Notices" section. All prospective responders will be responsible for checking the web page for any addendums to this RFP and any questions that have been answered. **Note that questions will be posted verbatim, as submitted.**

Questions regarding this RFP must be received by MnDOT no later than 2:00 p.m. Central Daylight Time on October 26, 2022.

MnDOT anticipates posting answers to such questions no later than 2:00 p.m. Central Daylight Time on October 27, 2022.

No other MnDOT personnel are allowed to discuss this RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above may result in disqualification.

PROPOSAL CONTENT

The following will be considered minimum contents of the proposal, and must be submitted in the order listed:

1. Contact Information:

Responders must clearly identify the company's full legal name, business address, contact person's name, telephone number, fax number and e-mail address (as available).

2. Project Understanding:

The purpose of this section is for the responders to detail their understanding of the project. Responders must clearly state their understanding of the project objectives, goals and tasks to show or demonstrate their view of the nature of the project. Responders should demonstrate their understanding by using their own words rather than simply repeating what is listed in the RFP.

3. Responder Experience & Qualifications (Company & Key Personnel):

The purpose of this section is for responders to provide information detailing the background and experience of the company, and the project personnel. To do this, responders must:

- Provide an outline of their background and experience, with examples of similar work done.
- List the personnel who will be working on this project, specifically detailing their training and work experience.

If sub consultants are to be used on this project, responders must also outline their background and experience, including examples of similar work done by each sub consultant. Responders must also provide a list of the sub consultants' personnel who will perform work on the project, detailing their training and work experience.

Note that no change in personnel assigned to the project will be permitted without the written approval of MnDOT's Project Manager.

Qualification and experience of the "firm" should be demonstrated by the experience of the personnel proposed.

MnDOT performance evaluation data (for similar services) may be taken into consideration as part of this rating factor.

4. Work Plan – Project Approach:

The purpose of this section is for responders to present their work plan. Responders must provide a detailed work plan, which must identify the major tasks to be accomplished. Responders must be sure to not only describe what will be done, but explain how each task will be accomplished. These tasks will be used as a scheduling and management tool, as well as the basis for invoicing. The detailed work plan must present:

- The Overall Project Approach
- A Breakdown of the Project Tasks, detailing the tasks, and how they will be completed
- Deliverable Due Dates and an Overall Project Schedule
- A List of Personnel Working on the Project, including details of each person’s role, by task

5. Deliverables:

Responders must provide a clear and detailed description, format and schedule of the deliverables to be provided in order to meet the needs of the project.

6. Forms, Documents and Certifications:

Responders must complete and submit all required forms, documents and certifications, required under any other section of this RFP. These forms, documents and certifications will NOT be included in any page limit set for this RFP, as applicable.

- 6.1. Required Forms and Documents: Responders must complete and submit the forms and documents required under any other section of this RFP.

7. Cost Proposal:

Responders must provide, **in a separate electronic file**, a cost proposal. **Responders must provide both a .pdf and a Microsoft Excel version.** For purposes of completing the cost proposal, MnDOT does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished. Terms of the proposal as stated must be valid for the length of the project. Whether proposing a cost plus fixed fee, fixed hourly rate or unit budget, responders must include a breakdown (labor, overhead, fixed fee and expenses) showing how the rate was derived. Additionally, if proposing a cost plus fixed fee budget, responder’s must utilize their current MnDOT approved Overhead rate, but it may not exceed 170%.

For the purposes of this cost proposal, responders should utilize a fixed fee base of 9% PLUS the overhead fixed fee additive identified in the following table:

	Base	Additive	Cost Proposal Fee
MnDOT Approved Overhead Less than 140%	9%	4.0	13.0%
MnDOT Approved Overhead 140% through 149.9%	9%	3.0	12.0%
MnDOT Approved Overhead 150% through 159.9%	9%	1.5	10.5%
MnDOT Approved Overhead 160% or Greater	9%	0.0	9.0%

Other additives pertaining to project schedule, duration, size and risk, along with fixed fee will be determined/calculated utilizing MnDOT’s Fixed Fee Rate Worksheet upon selection.

The responder must include a total project cost along with the following:

- A breakout of the hours by task for each employee.
- Identification of anticipated direct expenses.
- Identification of any assumptions made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks. This should be included in the cost proposal, but clearly identify it as additional costs and not made part of the total project cost.

Responders must have the cost proposal signed by authorized member of the firm. Responders must not include any cost information within the body of the technical proposal.

MnDOT has estimated that the cost of this contract should not exceed \$150,000.00.

PAGE LIMITS

The responder's submittal must adhere to the page limitations identified in the following table. If any of the responder's documents exceed the page limits identified, the excess pages will not be reviewed, regardless of content.

Document	Maximum Number of Pages	Requirements
Proposal	25 pages	– Single-sided, 8.5"x11" pages, with no smaller than 11 point font.

Note: Cover letter and required forms are NOT included as part of the page limit.

PROPOSAL SUBMITTAL INSTRUCTIONS

All proposals must be electronically submitted, via e-mail, to the attention of:

Ashley Duran, Contract Administrator

ashley.duran@state.mn.us

All proposals must be submitted no later 2:00 p.m. Central Standard Time on November 9, 2022.

PROPOSAL EVALUATION

Representatives of MnDOT will evaluate all proposals received by the deadline. In some instances, an interview may be part of the evaluation process. MnDOT reserves the right, based on scores of the proposals, to create a short-list of responders to interview. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are broken down in the following table:

Rating Factor	Weighting Percentage
Project Understanding	20%
Responder Experience and Qualifications (Company & Key Personnel)	25%
Work Plan – Project Approach	5%
Deliverables	20%
Cost Detail	30%

Proposals will be evaluated on a "best value" basis with 70% qualifications and 30% cost considerations. The review committee will not open the cost proposals until after the qualifications points are awarded.

GENERAL REQUIREMENTS

Responders must adhere to all terms of this RFP.

Late proposals will not be considered. Fax proposals will not be accepted or considered. All costs incurred in responding to this RFP will be borne by the responder.

1. Affidavit of Noncollusion

Responders must complete the attached "Affidavit of Noncollusion" form and submit it as part of their proposal.

2. Conflicts of Interest

Responders must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this RFP. This list should indicate the name of the entity, the relationship and a discussion of the conflict. Responders must complete the attached "Disclosure of Potential Conflict of Interest" form and submit it as part of their proposal.

3. Proposal Contents Certification

By submitting a proposal, responders warrant that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the responder to suspension or debarment proceedings, as well as other remedies available to MnDOT, by law.

4. Disposition of Responses

All materials submitted in response to this RFP will become property of MnDOT and will become public record, in accordance with Minnesota Statutes §13.591, after the evaluation process is completed. Pursuant to the Statute, completion of the evaluation process occurs when MnDOT has completed negotiating the contract with the successful responder.

If a responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the state, its agents and employees, from any judgments or damages awarded against the state in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnDOT's award of a contract. In submitting a proposal in response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnDOT. MnDOT is required to keep all the basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

MnDOT will not consider the prices submitted by the responder to be proprietary or trade secret materials.

5. Contingency Fees Prohibited

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

6. Sample Contract

Responders should be aware of MnDOT's standard contract terms and conditions when preparing their proposal. Responders may view the current version of the Professional/Technical contract template on the Consultant Services website, at www.dot.state.mn.us/consult (Click on Contract Documents tab to view templates):

- Contract Template Low Risk and High Risk
- Terms and Conditions: High Risk
- Insurance Requirements
- Compensation and Payment: High Risk

Much of the language reflected in the contract template is required by statute. However; if a responder does take exception to any of the terms, conditions or language in the contract template, they must indicate those exceptions in their proposal. Responders should note that certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in the proposal will be available for discussion or negotiation.

7. Travel Reimbursements

Reimbursements for travel and subsistence expenses actually and necessarily incurred by the successful responder, as a result of the contract, will not exceed the amounts provided in the current MnDOT Travel Regulations. Reimbursements will not be allowed for travel and subsistence expenses incurred outside of Minnesota, unless the successful responder has received MnDOT's written approval for out-of-state travel. Minnesota will be considered the home base for determining whether travel is out-of-state.

8. Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MnDOT, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Office of State Procurement which must include a description of the action which the selected responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, MnDOT may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract, and did not disclose the conflict to the contracting officer, MnDOT may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

9. Pre-Award Audit Requirement

The successful responder will be required to submit pre-award audit information and comply with audit standards. Failure to do so may result in disqualification.

10. Soliciting Responses from Disadvantaged Business Enterprises (DBE)

The MnDOT Office of Civil Rights has assigned a race/gender neutral goal to this project. Responders are directed to read the DBE Special Provisions, posted along with this RFP. The DBE Special Provisions explains how to comply with the DBE requirements. In particular, see pages one and two regarding documents that a responder must submit with its proposal. The form required in the proposal can be found on Page 3 of the Special Provisions. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit: www.dot.state.mn.us/eocm.

11. Work Force Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached "Work Force Certification" form and submit it as part of their proposal. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute §363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute §363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from MnDOT."

12. Certification Regarding Lobbying

Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, responders must complete the attached "Certification Regarding Lobbying" form and submit it as part of their proposal.

13. Certification Regarding Debarment and Suspension

Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, this contract is a covered transaction for purposes of 49 Code of Federal Regulations ("CFR") Part 29. As such, the successful responder is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The successful responder will be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, responders certifies as follows: The certification in this clause is a material representation of fact relied upon by the MnDOT. If it is later determined that the responder knowingly rendered an erroneous certification, in addition to remedies available to the MnDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The responder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The responder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Insurance Requirements

A responder's proposal must clearly note any exceptions desired to insurance requirements, or the responder will be deemed to have accepted such requirements and waived any request for exception.

14.1. **Insurance Certificates and Continuity of Coverage Required.** The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits required herein. The certificate must be filed with MnDOT's Authorized Representative within 30 days of execution of the contract, and prior to commencing work under the contract. The successful responder must maintain such insurance in full force and effect throughout the term of the contract.

14.2. **Required Insurance.** The successful responder will be required to maintain the furnish satisfactory evidence of the following insurance policies:

14.2.1. **Workers' Compensation Insurance:** Except as provided below, the successful responder will be required to provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, will require its subcontractor(s) to provide Workers' Compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minnesota Statutes §176.041 exempts the successful responder from Workers' Compensation insurance requirements, or if such responder has no employees in the state of Minnesota, the successful responder will be required to provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the successful responder from the Minnesota Workers' Compensation requirements. If, during the course of the contract, the successful responder becomes subject to the Workers' Compensation Insurance requirements, the successful responder then must comply with such requirements and must provide MnDOT with a Certificate of Insurance evidencing such coverage.

14.2.2. **Commercial General Liability Insurance:** The successful responder will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the contract whether the operations are by the successful responder or by a subcontractor or by anyone directly or indirectly employed by the successful responder pursuant to the contract. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

14.2.3. **Commercial Automobile Liability Insurance:** The successful responder will be required to maintain insurance protecting the successful responder from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under the contract, and in case any work is subcontracted the successful responder must require the subcontractor to provide Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages must be included:

- Owned, Hired and Non-owned Automobile

14.2.4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance. The successful responder will be required provide coverage for all claims the successful responder may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the successful responders professional services performed under the contract. Unless otherwise specified within this RFP, the successful responder will be required to carry the following minimum limits:

- \$2,000,000 – per claim
- \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the successful responder and may not exceed \$50,000 with the written approval of MnDOT. If the successful responder desires authority from MnDOT have a deductible in a higher amount, the successful responder will be required to make such request in writing, specifying the amount of the desired deductible and providing financial documentation, acceptable to MnDOT, so that MnDOT can ascertain the ability of the successful responder to cover the deductible from its own resources. MnDOT will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act.

The retroactive or prior acts date of coverage must not be after the effective date of the contract and the successful responder must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained by the successful responder to fulfill this requirement.

14.2.5. Additional Insurance Conditions:

- The successful responder’s policy(ies) will be primary insurance to any other valid and collectible insurance available to MnDOT with respect to any claim arising out of the successful responder performance under this contract;
- If the successful responder receives a cancellation notice from an insurance carrier affording coverage herein, the successful responder agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless the successful responder’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the state of Minnesota.
- The successful responder is responsible for payment of contract related insurance premiums and deductibles;
- If the successful responder is self-insured, a Certificate of Self-Insurance must be provided to MnDOT;
- The successful responder’s policy(ies) must include legal defense fees in addition to its liability policy limits, with the exception of part d above;
- The successful responder must obtain insurance policies from insurance companies having an “AM BEST” rating of “A minus”, a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the successful responder’s policy limits to satisfy the full policy limits required by the contract.

14.3. Right to Terminate. MnDOT reserves the right to immediately terminate the contract if the successful responder is not in compliance with the insurance requirements, and MnDOT retains all rights to pursue any legal remedies against the successful responder. All insurance policies must be open to inspection by MnDOT and copies of policies must be submitted to MnDOT’s Contract Administrator upon written request.

14.4. **Insurance Certificates.** The successful responder will be required to submit Certificate(s) of Insurance, acceptable to MnDOT, as evidence of meeting the insurance requirements, prior to commencing work under the contract.

15. E-Verify Certification (In accordance with Minnesota Statutes §16C.075)

By submission of a proposal for services in excess of \$50,000, responders certify that as of the date of services performed on behalf of MnDOT, they, and all of their proposed subcontractors, will have implemented, or be in the process of implementing, the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of MnDOT. In the event of contract award, the successful responder will be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the successful responder and made available to MnDOT upon request.

16. Resident Vendor Form

If a responder wishes to claim resident vendor status, it must complete the “Resident Vendor” form and submit it as part of their proposal.

17. Nonresident Vendor Requirements.

Please note: nonresident vendors seeking to provide architecture, engineering, landscape architecture, land surveying, geoscience, or certified interior design services as a contractor or subcontractor, and as defined by Minnesota Statutes section 326.02, must comply with the requirements of Minnesota Statutes section 326.13.

18. Plain Language and Accessibility Standards

18.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the successful responder must provide all deliverables in “Plain Language”. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the successful responder will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

18.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, the successful responder agrees to comply with the State of Minnesota’s Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The successful responder’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the successful responder will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

19. Certification of Nondiscrimination (In accordance with Minnesota Statutes §16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Responders must certify that they do not engage in and have no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes, but is not limited to, engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

20. Subcontractor Reporting

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed \$500,000.00, including all extension options, Contractor will be required to track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

21. Telecommunications Certification.

By submitting a response to this quick call, responders certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, responder will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

22. Title VI Notice

MnDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist: This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your response.

Definition of “Proposer”: As used herein, the word “proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is not Exclusive: Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form: Proposers must complete the attached disclosure and submit it with their response (or separately, as directed by MnDOT, for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MnDOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound response, and it will not be provided to selection committee members. MnDOT’s Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. MnDOT’s Contract Management personnel may consult with MnDOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation: Proposers are required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the disclosure. Information provided on the form will constitute a material representation as to the award of this contract. MnDOT reserves the right to cancel or amend the resulting contract if the proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts: MnDOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MnDOT. MnDOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on organizational conflicts of interest.

Statutory Guidance: Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to contract with entities having an “organizational conflict of interest”. For purposes of this checklist and disclosure requirement, the term “vendor” includes “proposer” as defined above. Pursuant to such statute, “organizational conflict of interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering: The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client.

Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this contract.
- The proposer, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. Comment: this provision will, for example, disqualify a proposer who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired.
- The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity’s interests are, or may be, adverse to the state’s interests with respect to the specific project covered by this contract. Comment: the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.
- This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
- The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer’s performance of work pursuant to this contract. “Property affected by the project” includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity’s property may be affected by the proposer’s work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. Comment: this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. Comment: this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.
- The proposer has, in previous work for the state, been given access to “data” relevant to this procurement or this project that is classified as “private” or “nonpublic” under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a response for this project. Comment: this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential proposers. Definitions of “government data”, “public data”, “non-public data” and “private data” can be found in Minnesota Statutes Chapter 13.
- The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organizational conflict of interest exists.
- Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name

Phone

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

Instructions: Please return your completed form as part of your response.

I swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response, submitted in response to the _____ announcement has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other responder of materials, supplies, equipment or services described in the announcement, designed to limit fair and open competition;
3. That the contents of the response have not been communicated by the responder, or its employees or agents, to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the letters of interest; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature:

Responders Firm Name: _____

Print Authorized Representative Name: _____ Title: _____

Authorized Signature: _____ Date: _____

STATE OF MINNESOTA – WORKFORCE CERTIFICATION INFORMATION

Complete Box A or B of this form, and sign and return it with your proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of \$100,000 under Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees within this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).
- Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of \$100,000 can be executed with the State of Minnesota or other covered entities.

BOX B – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

- We attest to MDHR that we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:
Minnesota Department of Human Rights

Web: <http://mn.gov/mdhr/>

Toll Free: 1-800-657-3704

Email: compliance.mdhr@state.mn.us

MN Relay: 711/1-800-627-3529

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

**STATE OF MINNESOTA
RESIDENT VENDOR FORM**

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minnesota Statutes §16C.02, subdivision 13, a "Resident Vendor" means a person, firm, or corporation that:

1. is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
2. has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the response for which any preference is sought;
3. has a business address in the state; and
4. has affirmatively claimed that status in the response submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your response.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. (This includes a foreign corporation duly authorized to engage in business in Minnesota.)
 Yes **No (must check yes or no)**
2. Has paid unemployment taxes or income taxes in the state of Minnesota during the 12 calendar months immediately preceding submission of the response for which any preference is sought.
 Yes **No (must check yes or no)**
3. Has a business address in the state of Minnesota.
 Yes **No (must check yes or no)**
4. Agrees to submit documentation, if requested, as part of the response process, to verify compliance with the above statutory requirements.
 Yes **No (must check yes or no)**

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your response submission.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

**IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL
SUBMISSION.**